

RECORDATION NO. 18816-655 FILED

FEB 02 '04 7-39 AM

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OF COUNSEL
URBAN A. LESTER

February 1, 2004

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of Supplement No. 13, dated as of February 2, 2004, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Amended and Restated Loan, Chattel Mortgage and Security Agreement previously filed with the Commission under Recordation Number 18816-SS.

The names and addresses of the parties to the enclosed document are:

Debtor: Citibank, N.A.
335 Madison Avenue
New York, New York 10017

Secured Party: ACF Industries LLC
(successor to ACF Industries,
Incorporated)
620 North Second Street
St. Charles, Missouri 63301

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SUPPLEMENT NO. 13 DATED AS OF FEBRUARY 2, 2004
TO
AMENDED AND RESTATED LOAN, CHATTEL MORTGAGE
AND SECURITY AGREEMENT
DATED AS OF NOVEMBER 19, 2002
BETWEEN
ACF INDUSTRIES LLC
(SUCCESSOR TO ACF INDUSTRIES, INCORPORATED, "DEBTOR")
AND
CITIBANK, N.A. ("SECURED PARTY")

WHEREAS, Debtor and the Secured Party entered into a certain Amended and Restated Loan, Chattel Mortgage and Security Agreement dated as of November 19, 2002 (as amended and supplemented through the date hereof, the "Loan Agreement") pursuant to which the Secured Party agreed to lend certain sums to the Debtor (the "Loans"); and it is a condition precedent to the obligation of the Secured Party to make additional Loans to the Debtor that the Debtor execute and deliver to the Secured Party this Supplement to the Loan Agreement (the "Supplement"); and

WHEREAS, a memorandum of the Loan Agreement was recorded on November 19, 2002 with the Surface Transportation Board, Recordation No. 18816-SS, and with the Registrar General of Canada, Recordation No. 14374.

1. Definitions. Except as otherwise defined in this Supplement, terms defined in the Loan Agreement or by reference therein are used herein as defined therein.

2. Supplements. The Loan Agreement shall be amended and supplemented as follows:

(a) The Debtor hereby assigns, mortgages, pledges, hypothecates, transfers and sets over to the Secured Party and grants the Secured Party a first priority lien on and security interest in all of the Debtor's right, title and interest in and to the Equipment and Leases (but only to the extent relating to the Equipment) more fully described on Schedule A-1 hereto and agrees that such Equipment and Leases (but only to the extent relating to the Equipment) shall constitute Collateral subject to the grant of security by the Debtor set forth in Section 4 of the Loan Agreement. Schedule A to the Loan Agreement shall be amended and supplemented by Schedule A-1 hereto to include the Equipment and the Leases more fully described on Schedule A-1 hereto and Schedule A-1 hereto shall be deemed to be an addition to and part of Schedule A to the Loan Agreement. Each reference to Schedule A in the Loan Agreement shall be deemed to be a reference to Schedule A as amended and supplemented by Schedule A-1 hereto, and each reference to the Equipment or Leases in the Loan Agreement shall be deemed to include the Equipment and the Leases (but only to the extent relating to the Equipment) described on Schedule A-1 hereto.

(b) Schedule A to the Loan Agreement shall be amended further by deleting therefrom the Equipment and the Leases (but only to the extent relating to the Equipment) more fully described on Schedule A-2 hereto. Each reference to Schedule A in the Loan Agreement shall be deemed to be a reference to Schedule A as amended by Schedule A-2 hereto, and each

reference to the Equipment or Leases in the Loan Agreement shall no longer include the Equipment and the Leases (but only to the extent relating to the Equipment) described on Schedule A-2 hereto.

3. Ratification. Except as expressly amended and supplemented hereby, the Loan Agreement is and shall remain in full force and effect and is hereby ratified, approved and confirmed in all respects, and no amendment or supplement in respect of any term or condition of the Loan Agreement shall be deemed to be an amendment or supplement in respect of any other term or condition contained in the Loan Agreement or any other Loan document.

4. Counterparts. This Supplement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Supplement by signing any such counterpart.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of the date first set forth above.

ACF INDUSTRIES LLC

By: Umesh Choksi
Name: Umesh Choksi
Title: Treasurer

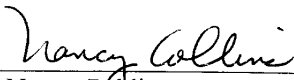
CITIBANK, N.A.

By: _____
Name:
Title:

[Signature Page to Supplement No. 13]

STATE OF MISSOURI)
) ss.:
COUNTY OF ST. CHARLES)

On this 2nd day of January, 2004, before me, personally appeared Umesh Choksi to me personally known, who being by me duly sworn, says that he is the Treasurer of ACF Industries LLC, that the foregoing instrument was signed on the date hereof on behalf of said company by authority of its governing body; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.



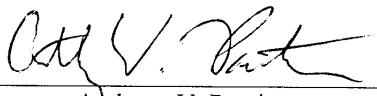
Notary Public

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of the date first set forth above.

ACF INDUSTRIES LLC

By: _____
Name: Robert J. Mitchell
Title: Senior Vice President-Finance

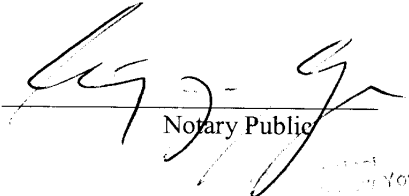
CITIBANK, N.A.

By:  _____
Name: Anthony V. Pantina
Title: Vice President

[Signature Page to Supplement No. 13]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 27 day of January, 2004, before me, personally appeared Anthony V. Pantina, to me known, who being by me duly sworn, says that he resides in Queens, NY and is Vice President of CITIBANK, N.A; that said instrument was signed on behalf of said bank on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.



Notary Public
Notary Public for the State of New York
City and County of Richmond County
Commission Expires January 31, 2006

SCHEDULE A-1

[SCHEDULE OF REPLACEMENT UNITS]

Lessee	Contract	Rptg Mark	Car Number
ABENGOA BIOENERGY CORP	80550002	SHPX	206713
ABENGOA BIOENERGY CORP	80550002	SHPX	206714
ABENGOA BIOENERGY CORP	80550002	SHPX	206715
ABENGOA BIOENERGY CORP	80550002	SHPX	206716
ABENGOA BIOENERGY CORP	80550002	SHPX	206717
ABENGOA BIOENERGY CORP	80550002	SHPX	206718
ABENGOA BIOENERGY CORP	80550002	SHPX	206719
ABENGOA BIOENERGY CORP	80550002	SHPX	206720
ABENGOA BIOENERGY CORP	80550002	SHPX	206721
ABENGOA BIOENERGY CORP	80550002	SHPX	206722
ABENGOA BIOENERGY CORP	80550002	SHPX	206723
ABENGOA BIOENERGY CORP	80550002	SHPX	206724
ABENGOA BIOENERGY CORP	80550002	SHPX	206725
ABENGOA BIOENERGY CORP	80550002	SHPX	206726
ABENGOA BIOENERGY CORP	80550002	SHPX	206727
ABENGOA BIOENERGY CORP	80550002	SHPX	206728
ABENGOA BIOENERGY CORP	80550002	SHPX	206729
ABENGOA BIOENERGY CORP	80550002	SHPX	206730
ABENGOA BIOENERGY CORP	80550002	SHPX	206731
ABENGOA BIOENERGY CORP	80550002	SHPX	206732
ABENGOA BIOENERGY CORP	80550002	SHPX	206733
ABENGOA BIOENERGY CORP	80550002	SHPX	206734
ABENGOA BIOENERGY CORP	80550002	SHPX	206735
ABENGOA BIOENERGY CORP	80550002	SHPX	206736
SCHENECTADY INTERNATIONAL	80820001	SHPX	206872
SCHENECTADY INTERNATIONAL	80820001	SHPX	206873
SCHENECTADY INTERNATIONAL	80820001	SHPX	206874
SCHENECTADY INTERNATIONAL	80820001	SHPX	206875
SCHENECTADY INTERNATIONAL	80820001	SHPX	206876
SCHENECTADY INTERNATIONAL	80820001	SHPX	206877
SCHENECTADY INTERNATIONAL	80820001	SHPX	206878
SCHENECTADY INTERNATIONAL	80820001	SHPX	206879
SCHENECTADY INTERNATIONAL	80820001	SHPX	206880
SCHENECTADY INTERNATIONAL	80820001	SHPX	206881

SCHEDULE A-2

[SCHEDULE OF RELEASED EQUIPMENT]

Lessee	Contract	Rptg Mark	Car Number
BARRETTS MINERALS	73880018	SHPX	450071
BARRETTS MINERALS	73880018	SHPX	450072
CEREAL FOOD PROCESSOR, INC.	8048	SHPX	450101
CEREAL FOOD PROCESSOR, INC.	8048	SHPX	450103
CEREAL FOOD PROCESSOR, INC.	8048	SHPX	450104
CEREAL FOOD PROCESSOR, INC.	8048	SHPX	450106
CEREAL FOOD PROCESSOR, INC.	8048	SHPX	450107
CEREAL FOOD PROCESSOR, INC.	8048	SHPX	450108
CEREAL FOOD PROCESSOR, INC.	8048	SHPX	450109
CEREAL FOOD PROCESSOR, INC.	8048	SHPX	450110
CEREAL FOOD PROCESSOR, INC.	8048	SHPX	450112
CEREAL FOOD PROCESSOR, INC.	8048	SHPX	450113
CEREAL FOOD PROCESSOR, INC.	8048	SHPX	450122
CEREAL FOOD PROCESSOR, INC.	8048	SHPX	450123
CEREAL FOOD PROCESSOR, INC.	8048	SHPX	450124
CEREAL FOOD PROCESSOR, INC.	8048	SHPX	450125
CEREAL FOOD PROCESSOR, INC.	8048	SHPX	450127
MISSISSIPPI LIME COMPAN	8015	SHPX	450032
MISSISSIPPI LIME COMPAN	8015	SHPX	450033
MISSISSIPPI LIME COMPAN	8015	SHPX	450034
MISSISSIPPI LIME COMPAN	8015	SHPX	450035
MISSISSIPPI LIME COMPAN	8015	SHPX	450036
MISSISSIPPI LIME COMPAN	8015	SHPX	450037
MISSISSIPPI LIME COMPAN	8015	SHPX	450038
MISSISSIPPI LIME COMPAN	8015	SHPX	450039
MISSISSIPPI LIME COMPAN	8015	SHPX	450040
MISSISSIPPI LIME COMPAN	8015	SHPX	450041
MISSISSIPPI LIME COMPAN	8015	SHPX	450042
MISSISSIPPI LIME COMPAN	8015	SHPX	450043
MISSISSIPPI LIME COMPAN	8015	SHPX	450044

30 Cars